THIS INSTRUMENT PREPARED BY:

NAME: Robert C. Barnett
ADDRESS: 2107 5th Avenue North, Suite 100, Birmingham, AL 35203

20070207000057080 1/2 $1757.75
Shelby Cnty Judge of Probate,AL
02/07/2007 09:48:41AM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, Maverick Enterprises, L.L.C., a limited liability corporation, is justly indebted to Robert C. Barnett in the sum of $ 1,162,500.00 evidenced by promissory note of even date and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Maverick Enterprises, L.L.C,a limited liability corporation, do or does, hereby grant, bargain, sell and convey unto the said Robert C. Barnett (hereinafter called Mortgagee) an undivided one half (1/2) interest in the following described real property situated in Shelby County, Alabama, to wit:

As set out in "Exhibit A"

This Property does not constitute the homestead of the Grantor or her spouse.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against the loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance shall become a debt to said Mortgagee, additional to the debt hereby specifically secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving twenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Courthouse door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale; First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may be necessary then to expended in paying insurance, taxes or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full whether the same shall or shall not have fully matured, at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seals on this the 1st day of February, 2007.

WITNESSES:

Maverick Enterprises, L.L.C.

_____(Seal)
By: Kenneth R. Carter, Sole Member

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kenneth R. Carter whose name as Sole Member of Maverick Enterprises, L.L.C., a limited liability corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily on the day the same bears date and as the act of said limited liability corporation.

Given under my hand and official seal this 1 day of Feb, 2007.

Notary Public
My Commission Expires 4-21-08

WILLIAM H. HALLBROOKS NOTARY PUBLIC ALABAMA STATE AT LARGE

Legal Description

EXHIBIT A

20070207000057080 2/2 $1757.75
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A parcel of land situated in the North ½ of the NE ¼ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of the NE ¼ of the NE ¼ of said Section 36 and run North along the West line of said ¼-¼ Section for a distance of 447.26 feet to a point; thence left 90 degrees and run west for a distance of 101.26 feet to a point on the Southeasterly right of way of Shelby County Road #11; thence right 110 degrees 58 minute 30 seconds for a distance of 255.43 feet to a point on said right of way; thence left 90 degrees and run Northwesterly 10.00 feet to a point on said right of way; thence right 90 degrees and run northeasterly 122.94 feet to a point on said right of way and also being a point on a curve to the right, having a radius of 1607.04 feet and a central angle of 00 degrees 46 minutes 02 seconds thence run northeasterly for an arc distance of 21.06 feet to a point on said right of way; thence right 90 degrees from tangent southeasterly for 10.00 feet to a point on said right of way having a radius of 1597.04 feet and a central angle of 3 degrees 49 minutes 02 seconds thence turn left 90 degrees to the tangent of said point on curve and run northeasterly and along arc of said right of way for an arc distance of 106.40 feet to a point on said right of way also being the southwest corner of Shelby County tax parcel 13-7-36-1-001-027.002 and also being the point of beginning of said parcel; thence run South 64 degrees 27 minutes 25 seconds East for a distance of 90.46 feet; thence run North 89 degrees 29 minutes 04 seconds East for a distance of 280.20 feet to a point on a curve having a radius of 11,334.30 feet and a delta of 02 degrees 51 minutes 00 seconds; thence run along said curve for a distance of 563.79 feet; thence run North 56 degrees 17 minutes 34 seconds West for a distance of 350.31 feet; thence run North 60 degrees 56 minutes 33 seconds West for a distance of 223.60 feet to a point on the Southeasterly right of way of Shelby County Road #11; thence run North 20 degrees 58 minutes 30 seconds East for a distance of 70.00 feet; thence North 69 degrees 1 minutes 30 seconds West for a distance of 10.00 feet; thence North 20 degrees 58 minutes 30 seconds East for a distance of 122.94 feet to a point on a curve having a radius of 1607.04 feet and a delta of 00 degrees 45 minutes 02 seconds; thence run along said curve for a distance of 21.05 feet; thence run south 69 degrees 01 minutes 30 seconds East for a distance of 10.00 feet to a point on a curve having a radius of 1597.04 feet and a delta of 03 degrees 49 minutes 02 seconds; thence run along said curve for a distance of 106.40 feet to the point of beginning.